

Contract Data (Traffic) Report

SUMMARY FOR ORDER # 136710

Traffic Order #	11290568	Created On	1/17/2024 9:18:56 AM	Order Status	Approved by Traffic
Order #	136710	Created By	Amanda Sherwood	Gross \$	1269.00
Order Descrp	American Action Network Rapid City - 30's	Updated On	1/18/2024 11:41:00 AM	Net \$	1269.00
Client	AAN SD State Senate	Updated By	Amanda Sherwood	Units	27
Start Date	1/19/2024	Industry	POLITICAL - REGULAR	Credit Hold	NO
End Date	1/25/2024	REFERENCES		BILLING INFORMATION	
# of Weeks	2	Primary		Purchase Order #	
SALES		Secondary		Billing Schedule	Broadcast
ActiveWeeks	2	Tertiary		EDI INFORMATION	
AE 1	Annette Adams	Quarternary		Product	0190125
AE 2		TRAFFIC OPTIONS		Estimate	16203
Agency	Ampersand	Address 1	400 Broadacres dr	Submit EDI Invoice?	Submit EDI Invoice
RepFirm		Address 2	3rd floor	ORDER /INVOICE/TRAFFIC/REPORT NOTES/COMMENTS	
Copy Instr ID	136710	City, State, Zip	bloomfield, ny	1/16 NEW ORDER. PLEASE REVIEW AND CONFIRM, THANKS! - Order File Loaded: order-xml-63149958-2777.scx. Order File Loaded: The Nielsen survey listed in the SCX file, Rapid City Jan23 DMA Nielsen Live+3, could not be located. Nielsen data will be imported from the SCX file, but the Survey field on the resulting order will not be displayed.	
Total Zones	1	Zip	14469		
Zones	WESTERN SD	Contact			
Total Networks	1	Phone	973-780-1700		
GENERAL COMMENTS		Avail Tag			
1/16 NEW ORDER. PLEASE REVIEW AND CONFIRM, THANKS! - Order File Loaded: order-xml-63149958-2777.scx. Order File Loaded: The Nielsen survey listed in the SCX file, Rapid City Jan23 DMA Nielsen Live+3, could not be located. Nielsen d		Contract Type	Standard	SYSCODE LIST	
		Copy Group		2777	
		Division			
		Reference #			

SUMMARY FOR SYSCODE 2777

Traffic Order #	11290568	Created On	1/17/2024 9:18:56 AM	Order Status	Approved by Traffic
Order #	136710	Created By	Amanda Sherwood	Syscode Gross \$	1269.00
Order Descrp	American Action Network Rapid City - 30's	Updated On	1/18/2024 8:25:25 AM	Syscode Net \$	1269.00
Client	AAN SD State Senate	Updated By	Micky Bevers	Syscode Units	27
Start Date	1/19/2024	Source	SCX	Zone Status	Approved by Traffic
End Date	1/25/2024	Zones	WESTERN SD	Avg Unit Rate	47.00
# of Weeks	2				

Unique Ln #	Tr Ln #	Parent Line#	Rev	Priority Code	Network	Sys Code	Program	Start Date	End Date	Daypart	M	Tu	W	Th	F	Sa	Su	Total Units	Unit Rate	Total Amount	Unit Len
1	1		POLITICAL	55 55	Fox News Channel	2777	FXNC EM	01/22/2024	01/25/2024	M-Th 6a-9a	X	X	X	X				2	\$45.00	\$90.00	30
2	2		POLITICAL	55 55	Fox News Channel	2777	FXNC DT	01/22/2024	01/25/2024	M-Th 6a-6p	X	X	X	X				3	\$14.00	\$42.00	30
3	3		POLITICAL	55 55	Fox News Channel	2777	FXNC EF	01/22/2024	01/25/2024	M-Th 3p-12m	X	X	X	X				3	\$45.00	\$135.00	30
4	4		POLITICAL	55 55	Fox News Channel	2777	FXNC PT	01/22/2024	01/25/2024	M-Th 6p-12m	X	X	X	X				7	\$65.00	\$455.00	30
5	5		POLITICAL	55 55	Fox News Channel	2777	FXNC DT	01/19/2024	01/21/2024	F-Su 6a-6p					X	X	X	3	\$14.00	\$42.00	30
6	6		POLITICAL	55 55	Fox News Channel	2777	FXNC PT	01/19/2024	01/21/2024	F-Su 6p-12m					X	X	X	5	\$65.00	\$325.00	30
7	7		POLITICAL	55 55	Fox News Channel	2777	FXNC EF	01/19/2024	01/21/2024	F-Su 3p-12m					X	X	X	2	\$45.00	\$90.00	30
8	8		POLITICAL	55 55	Fox News Channel	2777	FXNC EM	01/19/2024	01/21/2024	F-Su 6a-9a					X	X	X	2	\$45.00	\$90.00	30

DISCLAIMER

This Proposal between Midcontinent Communications ("Midco") and you (the "Advertiser"), and its subsequent acceptance, are subject to the following terms and conditions:

1. Payment and Billing

a. Midco will bill Advertiser, unless otherwise provided on the face of this contract, at monthly intervals, and Advertiser agrees to pay each bill in full at the office of Midco or of its authorized representative, within 30 days after the rendering date of each bill. Midco invoices shall be in accordance with the log and shall be deemed to be correct unless proved otherwise. Upon request of Advertiser, affidavits of performance will be furnished by Midco, but the furnishing of such affidavits shall not serve as a condition precedent to the payment, or the time of payment, of any bill rendered hereunder.

b. All bills are net 30 days to Midco. If this contract is with a recognized advertising agency, then the agency shall be solely liable for payment as the principal contractor for the advertising. In the case of delinquency of payment by the Agency, the Advertiser shall be liable, but only as to bills not paid to the agency, and as to bills paid to the agency after the Advertiser knew the Agency's credit was impaired, or after Midco has notified the Advertiser that the agency is delinquent in payment.

2. Termination

a. This agreement may be canceled by Advertiser upon written notice received by Midco not less than two weeks in advance of the cancellation date.

b. For violation of any of the conditions herein, or for failure of Advertiser to pay any sum when due, Midco may terminate any and all rights of Advertiser hereunder, and may, without liability, refuse to permit Advertiser to make use of Midco in the future, but such termination shall not in any way release Advertiser from its obligation to pay the full amount due for programs or announcements broadcast pursuant to this contract. Midco will inform Advertiser of the reason for any such termination.

c. In the event of termination of the contact, the amount due shall be calculated at the earned rate for the Midco rate card, for the quantity of announcements of programs actually broadcast.

3. Inability to Broadcast

a. If, for any reason, Midco is unable to broadcast any or part of any program or announcement at any stipulated time, Midco may make the broadcasts at subsequent times, in the same or comparable classes of airtime. If the broadcast is not made at a subsequent time, the Advertiser will not be required to pay for the canceled program or announcement.

b. Midco shall have the right to substitute, for any program or announcement to be broadcast hereunder, any matter which its sole discretion is deemed to be of greater local or national importance. In any such case, Midco will notify the Advertiser in advance or within a reasonable time after the substitution, and the provisions of Paragraph 3(a) shall apply.

4. Program Formation

a. This agreement is subject to the terms of licenses held by Midco, and to all federal, state, and municipal laws now in force or hereafter enacted, including the rules, regulations, orders, decisions and policies of the Federal Communications Commission.

b. All programs or announcements to be broadcast are subject to the prior approval of Midco.

c. Midco without restriction or liability, reserves the right to refuse to broadcast any program or announcement which Midco in its sole discretion determines to be unsatisfactory, unsuitable, or contrary to the public interest.

d. This agreement does not obligate Midco to broadcast the programs or announcements provided herein, or any recording or material, in any manner not consistent with established policies and practices of Midco.

e. Midco will not be required by Advertiser to make broadcasts regarding any product or service other than that which is specified herein.

f. This agreement is not exclusive as to the business, products, or services of the Advertiser and Midco remains free to solicit and to broadcast programs or announcement of other advertisers whether or not they are in competition with the business, products or services of the Advertiser.

g. Such information, materials, or talent as are to be provided by Advertiser for the purposes of the programs or announcements provided for herein are to be furnished to Midco not less than 72 hours in advance of the schedule broadcast times. Should Advertiser fail to meet this requirement or otherwise fail to make use of the time contracted for herein, Midco reserves the right to substitute another program or announcement at the expense of Advertiser if Midco is not otherwise compensated and Advertiser will remain liable for the full amount of the sum contracted herein.

h. Midco will exercise normal precautions in the receipt and handling of any program material or other property furnished by ADVERTISER for the purposes of the programs or announcements provided for herein but Midco shall not be liable for loss or damage thereto.

5. Broadcast Liabilities

a. Advertiser will hold and save Midco harmless against any and all liability for any violation of law or regulation, or for any injury to, or violation of, the rights of any person resulting from broadcasting of any material furnished by Advertiser, or the use of any talent provided by Advertiser for the purposes of the programs and announcements provided for herein.

b. Midco will hold and save Advertiser harmless against any and all similar liability for the broadcasting of any material or the use of any talent which was not provided by Advertiser.

c. The provision of Paragraph 5 (a) and (b) shall survive any cancellation or termination of this agreement.

6. General

a. This agreement and the rights and obligations hereunder may not be assigned or transferred by either party without the prior written consent of the other.

b. This contract contains each and all the understandings and agreements between the parties with respect to the programs or announcement to be broadcast

hereunder.

c. Failure of Midco to enforce any provision of this agreement in any one instance shall not be construed as a general relinquishment or waiver on its part of any of its rights under this agreement.

7. Severability

a. If any provision of this agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, such provision shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this agreement. If any provision of this Agreement conflicts with a provision of an applicable ordinance or other government regulation, the provision in such ordinance or regulation, to the extent of such conflict, shall apply.

8. Authorization

a. The person entering in the Contract for Advertiser warrants that he/she is authorized by Advertiser to do so. Misrepresentation of this warrant of authority by the person entering into this Contract for Advertiser with Midco for the purpose of obtaining advertising shall transfer liability for payment of such advertising and/or services including late fees, finance charges, and legal or collection fees to the person(s) entering into this agreement.

9. Governing Law

a. This Agreement shall be subject to and construed in accordance with the laws of the State of South Dakota, without regard to its choice of laws, rules, or provisions. Any action or proceeding brought by either party in connection with this Agreement shall be brought only in a state or federal court in the State of South Dakota having jurisdiction over the county in which the action arose. Each party expressly submits and consents in advance to such jurisdiction and waives any objection based upon lack of personal jurisdiction, improper venue, or forum non-convenience.

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Client	AAN SD State Senate		Updated On	1/18/2024 11:41:00 AM		Net \$	1269.00
Start Date	1/19/2024		Updated By	Amanda Sherwood		Units	27
End Date	1/25/2024		Source	SCX		Credit Hold	No

ACCEPTED BY AGENCY/ ADVERTISER	
FINANCE	
DATE	
MGR	
INV	